

Agenda Item #	8C
Meeting Date	April 14, 2008
Prepared By	Sara Anne Daines HCD Director
Approved By	Barbara B. Matthews City Manager

Discussion Item	Resolution Authorizing Agreement with Crossroads Farmers Market
Background	<p>On April 7, 2008, the Council continued its discussion of the Crossroads Farmers Market’s request for operating funds for the 2008 season. The Council expressed its support of the efforts of the organization to provide access to fresh, healthy, local food to the residents of the Takoma Langley Crossroads neighborhoods.</p> <p>The request was endorsed by the Council and a resolution and agreement have been drafted for consideration on April 14. If approved, it would provide operating support in the amount of \$25,000 to the Crossroads Market for the 2008 season. The organization would be required to complete, as a condition of funding, a number of specific tasks (identified in Article 3. <i>Work Plan</i> of the Agreement) and to provide matching funds. The Agreement would expire on April 30, 2009.</p> <p>The Crossroads Farmers Market, located in the Takoma Langley Crossroads, was founded in June 2007 for the purpose of improving local residents’ access to fresh, healthy food. In its first season, the market provided fresh fruits and vegetables from nearby farms, ethnic baked goods, and prepared foods to around 300 customers every Wednesday afternoon, from June through October.</p>
Policy	“To support the efforts of community organizations to revitalize the commercial areas along University Boulevard (and) New Hampshire Avenue . . . possibly relying on a theme that reflects the international character of the area.” <i>Takoma Park Master Plan (Adopted December 2000)</i>
Fiscal Impact	<div>Total \$25,000</div> <div>FY08 - \$10,000</div> <div>FY09 - \$15,000</div>
Attachments	<ul style="list-style-type: none"> • Resolution Authorizing Agreement • Draft Agreement between the City of Takoma Park and the Crossroads Market
Recommendation	To adopt the accompanying resolution.
Special Consideration	

Introduced by:

CITY OF TAKOMA PARK, MARYLAND

RESOLUTION 2008-

AUTHORIZING AGREEMENT WITH CROSSROADS FARMERS MARKET

WHEREAS, the City Council supports the efforts of community organizations to improve and maintain the health and economic well being of the residents of Takoma Park; and

WHEREAS, the Crossroads Farmers Market, located in the Takoma Langley Crossroads neighborhood, was founded in June 2007 for the purpose of improving local residents' access to fresh, healthy food; and

WHEREAS, the Crossroads Market provided fresh fruits and vegetables from nearby farms, ethnic baked goods and prepared foods, to around 300 customers every Wednesday afternoon during its first season of operation; and

WHEREAS, the City has provided technical and financial support to the organization and wishes to continue this support.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Takoma Park hereby authorizes the execution of an Agreement with the Crossroads Farmers Market and the provision of an operating subsidy in the amount of twenty-five thousand dollars (\$25,000) for the 2009 market season.

Adopted this _____ day of April 2008.

Attest:

Jessie Carpenter, CMC
City Clerk

AGREEMENT

City of Takoma Park, Maryland, and the Crossroads Farmers Market, Inc.

THIS AGREEMENT made this ____ day of April 2008, by and between the City of Takoma Park, Maryland ("City") and the Crossroads Farmers Market, Inc. ("Crossroads Market"), a Maryland nonprofit corporation, sets forth the agreement between the City and Crossroads Market.

Article 1. PURPOSE.

This Agreement provides for financial support of the Crossroads Farmers Market, Inc.

The Crossroads Farmers Market provides improved access to fresh, healthy, local food to the residents of the Crossroads neighborhood of Takoma Park, contributing to the overall well-being and economic vitality of the neighborhood, and providing a welcoming, public space for its diverse residents to build community. The City has found that the Crossroads Market provides a valuable service to the community and has determined that funding of the organization is an appropriate use of public funds.

Article 2. TERM OF AGREEMENT.

This Agreement becomes effective on May 1, 2008 and will terminate on April 30, 2009, unless earlier terminated by either party in accordance with Article 7.

Article 3. WORK PLAN.

Crossroads Market shall complete the following projects during the period of this Agreement:

- a. Design, fabrication and placement of signage identifying site;
- b. Recruitment and retention of six producer only vendors and one value-added vendor;
- c. Development of two nutritional educational activities;
- d. Organization of a minimum of three promotional events; and
- e. Organization of weekly subscribers - "market baskets" - program.

Article 4. OPERATING SUBSIDY.

- a. Operating Subsidy.

An operating subsidy in an amount not to exceed Twenty-five Thousand Dollars (\$25,000.00) shall be provided to Crossroads Market by the City. Funds are to be provided on a dollar for dollar match basis as set forth in Article 4©.

b. Failure to Budget Funds for Operating Subsidy.

If sufficient funds are not included in the City's FY09 budget adopted by the City Council, then this Agreement shall be null and void without the necessity of any further action by either party.

c. Eligible Matching Funds and Documentation.

Eligible matching funds include subscriber fees, proceeds from special events, sales, and cash donations. Documentation of the match may include verification of deposits by Crossroads Market.

d. Disbursement of City Funds.

Funds will be disbursed to Crossroads Market by the City on a reimbursement basis with payments to be made after receipt and acceptance of documentation of required matching funds and progress reports.

Article 5. RECORDS AND PROGRESS REPORTS.

a. Records.

Crossroads Market shall maintain records, including copies of bills, invoices and receipts as appropriate, to establish the total of expenditures and payments and shall make these records available to the City upon request. During the term of this Agreement, Crossroads Market shall provide to the City a quarterly accounting of revenues and expenditures with copies of income statements and a balance sheet. Crossroads Market shall maintain these records for a period of three years following the termination of this Agreement.

b. Progress Reports.

Crossroads Market shall provide quarterly reports to the City of the overall activities and accomplishments of Crossroads Market and information on the progress made toward the goals set forth in Article 3, Work Plan.

c. Quarterly Statements and Progress Reports.

Crossroads Market's quarterly statements of revenues and expenditures and progress reports shall be submitted to the City by August 10, 2008, November 10, 2008, February 10, 2009, and May 10, 2009.

Article 6. REPRESENTATIONS AND WARRANTIES.

Crossroads Market represents and warrants:

a. Organization.

Crossroads Market is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Maryland.

b. Tax-Exempt Status.

Crossroads Market is an organization described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal income tax under Section 501(a) of the Internal Revenue Code except with respect to unrelated trade or business income. The Internal Revenue Service (“IRS”) has determined that Crossroads Market is an organization described in Section 501(c)(3) of the Internal Revenue Code, and such determination continues in full force and effect. A copy of the IRS letter determining Crossroads Market’s tax exempt status will be provided to the City upon request. Crossroads Market has not knowingly engaged in any transaction or activity that could cause such tax exemption to be revoked, and no such transaction or activity is presently contemplated or under consideration. If Crossroads Market loses its tax-exempt status, it will notify the City immediately.

c. Authorization; Binding Effect.

The execution, delivery and performance by Crossroads Market of this Agreement has been duly authorized by all requisite corporate action. Upon execution of this Agreement by both parties, this Agreement shall constitute the legal, valid and binding obligation of Crossroads Market, enforceable in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or other similar laws of general application or equitable principles relating to or affecting the enforcement of contracts generally against persons similarly situated.

d. Nuclear Weapons Certification.

Crossroads Market is not now, and shall not so long as this Agreement remains in effect, engage in the development, research, testing, evaluation, production, maintenance, storage, transportation, and/or disposal of nuclear weapons or their components, or the sale of merchandise produced by companies so involved.

e. Non-Discrimination in Employment.

Crossroads Market assures the City that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

Article 7. TERMINATION.

a. Termination by Written Notice by Either Party.

Either the City or Crossroads Market may terminate this Agreement upon 30 days prior written notice to the other party.

b. Termination for Breach.

(1) If Crossroads Market shall breach any provision of this Agreement, including any of its representations or warranties, the City shall be entitled to suspend the honoring of disbursement requests and expense reimbursements and if such breach is not remedied within 30 days of notice to Crossroads Market, then the City may declare this Agreement terminated, provided, however, City shall not terminate this Agreement based on breach if such breach is of a nature that cannot be cured within 30 days, so long as Crossroads Market commences to cure such breach within 30 days of notice of the breach and thereafter diligently prosecutes such cure to completion.

(2) In the event of a breach of this Agreement by Crossroads Market beyond any applicable notice and cure period, the City shall have available to it all applicable remedies under the laws of the State of Maryland, regardless of whether any such remedy is a remedy at law or in equity.

c. Repayment to the City.

If this Agreement is terminated for any reason prior to the expenditure of all City funds, then any remaining funds that have been disbursed to Crossroads Market shall be returned to the City, free and clear of any claim or interest of Crossroads Market.

Article 8. NOTICES.

Any required reports, notices or other communications under this Agreement must be in writing and personally delivered, mailed by first-class mail, sent by courier or overnight delivery service, faxed, or e-mailed, as appropriate, as follows:

If to Crossroads Market: Crossroads Farmers Market, Inc.
Attn: John Hyde
1812 East-West Highway, Hyattsville, MD 20783
Phone: (301) 693-1241
E-Mail: crossroadsmarket@gmail.com

If to City: City of Takoma Park
Attn: Sara Anne Daines, HCD Director
7500 Maple Avenue
Takoma Park, MD 20912
Phone: (301) 891-7224
Fax: (301) 270-4568
E-Mail: SaraD@takomagov.org

Either party may change the person, address, phone, fax, or e-mail for notices to the other party by a notice in writing to the other. Any notices under this Agreement shall be deemed given when the notice is received by the other party or, for notices given by mail, three days after the notice is deposited, properly addressed and postage prepaid, in the United States mail.

Article 9. INDEMNIFICATION.

Crossroads Market is responsible for any loss, personal injury, death, and any other damages that may be done or suffered by reason of Crossroads Market's negligence or failure to perform any obligations under this Agreement. Crossroads Market shall indemnify, and save harmless the City from and against all losses, liabilities, claims demands, damages, costs and expenses of any kind, including attorney's fees and litigation expenses, suffered or incurred due to Crossroads Market's negligent acts or omissions, or breach of or failure to perform any of its obligations under this Agreement. For purposes of this paragraph, City includes its agencies, departments, officers, agents, elected and appointed officials, and employees.

Article 10. NO PARTNERSHIP OR JOINT VENTURE.

Nothing contained in this Agreement is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and Crossroads Market. None of the officers, agents or employees of Crossroads Market shall be deemed to be employees or agents of the City for any purpose whatsoever.

Article 11. MISCELLANEOUS.

This Agreement contains the entire agreement between the parties. All oral or written negotiations and prior dealings are merged into this Agreement. Crossroads Market may not assign, transfer or subcontract this Agreement or any interest or any claim under this Agreement, without the express written consent of the City, and any attempted assignment, transfer, or subcontracting without such prior written consent shall be void. This Agreement is binding upon the parties, their heirs,

successors, administrators, and assigns. Any amendment or modification to this Agreement must be in writing signed by both parties. The failure of the City to enforce any of the terms, conditions or covenants of this Agreement is not a waiver of a subsequent breach or default of the terms of this Agreement. This Agreement shall be governed by and interpreted in accordance with Maryland laws.

IN WITNESS WHEREOF, the City of Takoma Park, Maryland, and the Crossroads Farmers Market, Inc. have signed this Agreement as of the date first above written.

CROSSROADS FARMERS MARKET, INC.

Attest:

John Hyde

Date signed:_____

Date signed:_____

CITY OF TAKOMA PARK, MARYLAND

Approved as to form and legality:

Barbara B. Matthews, City Manager

Date signed:_____

Linda S. Perlman, Assistant City Attorney
City of Takoma Park, Maryland

Date signed:_____

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